

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

MELISSA YATSKO, etc., et al.,)	CASE NO. 1:18-CV-814
)	
Plaintiffs,)	JUDGE DAN AARON POLSTER
)	
v.)	
)	
SERGEANT DEAN GRAZIOLLI, et)	DEFENDANT 629 EUCLID LTD.'S
al.,)	RULE 26 INITIAL DISCLOSURES
)	
Defendants.)	

Defendant 629 Euclid Ltd., by and through its undersigned counsel and pursuant to Rule 26 of the Federal Rules of Civil Procedure, hereby submits its Initial Disclosures. 629 Euclid Ltd. reserves the right to offer additional information as such information becomes known throughout the course of discovery.

Individuals Likely to Have Discoverable Information. The following individuals are likely to have discoverable information that 629 Euclid Ltd. may use to support its claims and defenses.

Jonathan Seeholzer

Mr. Seeholzer is employed by 629 Euclid Ltd., and is likely to have discoverable information concerning the allegations set forth in the complaint.

In addition to the individual(s) specifically identified above, 629 Euclid Ltd. also identifies any individuals or entities previously identified by any other party in this action. 629 Euclid Ltd.

makes this disclosure without prejudice to its right to identify additional individuals and entities as may become known throughout the course of discovery.

Documents and Tangible Things. 629 Euclid Ltd. discloses that it may rely on any documents, electronically stored information, and tangible things identified by any other party in their own Rule 26(a) Initial Disclosures. 629 Euclid Ltd. makes this disclosure without prejudice to its right to identify additional documents and tangible things as may become known throughout the course of discovery.

Computation of Damages. 629 Euclid Ltd. is not presently making a claim for damages, and as such, need not provide a computation of each category of damages. 629 Euclid Ltd. makes this disclosure without prejudice to its right to pursue claims as may become available to it.

Insurance Agreement. 629 Euclid Ltd. is insured pursuant to a liability policy of insurance underwritten by the Travelers Indemnity Company of America, Policy No. Y-630-9J202434-TIA-17, effective October 1, 2017 through October 1, 2018, with applicable limits of insurance in the amount of \$1 million, which policy of insurance may be liable to indemnify or reimburse 629 Euclid Ltd. for payments made to satisfy a possible judgment.

629 Euclid Ltd. is also insured pursuant to a commercial umbrella liability policy of insurance through the Aspen Insurance Company, Policy No. CX006WU17, with applicable limits of insurance in the amount of \$15 million, which policy of insurance may be liable to indemnify or reimburse 629 Euclid Ltd. for payments made to satisfy a possible judgment.

Respectfully submitted,

s/ Thomas J. Cabral

THOMAS J. CABRAL (0033041)

JOSEPH MONROE II (0086540)

GALLAGHER SHARP LLP

Sixth Floor Bulkley Building

1501 Euclid Avenue

Cleveland, Ohio 44115

(216) 241-5310 (phone) / (216) 241-1608 (fax)

tcabral@gallaghersharp.com;

jmonroe@gallaghersharp.com

Counsel for Defendant 629 Euclid Ltd.

CERTIFICATE OF SERVICE

The foregoing **Defendant 629 Euclid Ltd.’s Rule 26 Initial Disclosures** was filed by electronic means on September 20, 2019. Notice of this filing will be sent to all parties by operation of the Court’s electronic filing system. Parties may access this filing through the Court’s electronic filing system.

s/ Thomas J. Cabral
THOMAS J. CABRAL (0033041)
JOSEPH MONROE II (0086540)
GALLAGHER SHARP LLP
Counsel for Defendant 629 Euclid Ltd.